

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **HARRY MCGURRAN AND LOUISA LUCAS**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**HARRY MCGURRAN AND LOUISA LUCAS**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of nine hundred forty nine dollars and fourteen cents (\$949.14).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 203, 48 Con Road, Yellowknife, NT shall be terminated on March 31, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of March, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **HARRY MCGURRAN AND LOUISA LUCAS**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**HARRY MCGURRAN AND LOUISA LUCAS**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 21, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Trena Scott, representing the applicant Louisa Lucas, respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 21, 2005</b>

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties unless the alleged arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$949.14.

The respondent did not dispute the allegations and stated that they would be able to pay the rent arrears prior to the end of March.

I find the rent statement in order and find the respondents in breach of her obligation to pay rent. I find the balance of rent owing to be \$949.14. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$949.14 and terminating the tenancy agreement on March 31, 2005 unless those arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer